



Washington City Council  
Regular Meeting Agenda  
September 23, 2026

**PUBLIC NOTICE** is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, September 23, 2026 at 6:00 P.M.** hosted at Washington City Hall located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation  
Pledge of Allegiance

**1. APPROVAL OF AGENDA**

**2. ANNOUNCEMENTS**

**3. OATH OF OFFICE**

- a. Oath of Office for the Washington City Youth Council.

**4. DECLARATION OF ABSTENTIONS & CONFLICTS**

**5. CONSENT AGENDA**

- a. APPROVAL OF MINUTES

- i. Consideration to approve the minutes from the City Council Meeting of 09/09/26.

**6. AWARD OF BID**

- a. Consideration to award the bid for the Church Farm Road Pump Station and Pipeline to Interstate Rock Products in the amount of \$2,894,325.00.

**7. PUBLIC HEARING**

***\*\*Public comments will be accepted at: [washingtoncity.org/meetings](https://washingtoncity.org/meetings), until 5:00 pm the day before the meeting. After that time only in person comments will be taken.\*\****

- a. Public Hearing and consideration to approve Height Waiver HW-26-02 for a church to be located at Riggs Loop Drive and Devils Garden Lane.  
Applicant: Jared Madsen
- b. Public Hearing and consideration to approve Proximity to a Community Location for Riggatti's Washington LLC located at 28 N. 300 W.

## **8. LOCAL CONSENT**

- a. Consideration to approve local consent for the issuance of an On-Premise Restaurant Limited-Service Liquor License for Riggatti's Washington LLC.

## **9. ORDINANCES**

- a. Consideration to approve an Ordinance Consideration to approve an Ordinance for General Plan Amendment G-26-04 from LD, OS and NCOM to LD, MD, MHD and CCOM, located at 20 East and 2000 South, 20 East and Merrill Road and 240 West and 3090 South. Applicant: Adams Family Farm

## **10.RESOLUTIONS**

- a. Consideration to approve a Resolution for Reagan Billboard Litigation Settlement Agreement.

## **11.REPORT OF OFFICERS FROM ASSIGNED COMMITTEE**

## **12.CITY MANAGER REPORT**

## **13.CLOSED SESSION**

- a. Purchase, exchange, or lease of property;
- b. Pending or potential litigation;
- c. Character or professional competence of an individual.

## **14.ADJOURNMENT**

POSTED this 16th day of September 2026  
Tara Pentz, City Recorder

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*In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.*

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September 9, 2026

Lester Dalton  
Water Operations Project Manager  
Washington City  
1305 East Washington Dam Road  
Washington, UT 84780

**Subject: Recommendation for Award of Contract to Interstate Rock Products for the Church Farm Road Pipeline and Pump Station Project.**

Dear Lester:

Bids for the Church Farm Road Pipeline and Pump Station Project were received by Washington City (city) on Wednesday, September 9, 2026. Bowen Collins & Associates (BC&A) completed a review of the bids that were received from fourteen (14) general contractors. Interstate Rock Products was the apparent low bidder with a bid price of \$2,894,325.00. Interstate Rock Products has signed and submitted the appropriate bid forms, provided the required bid bond, and acknowledged all contract addenda.

A summary of the bids received for the project is provided below (in the order they were received). A detailed bid tabulation is attached.

| Bid # | Contractor                      | Bid Price             | Difference from Low Bid |
|-------|---------------------------------|-----------------------|-------------------------|
| 1     | Terry Brotherson                | \$3,775,356.62        | \$881,031.62 (30.4%)    |
| 2     | Condie Construction             | \$3,166,337.00        | \$272,012.00 (9.4%)     |
| 3     | Got Dirt Construction           | \$4,734,961.94        | \$1,840,636.94 (63.6%)  |
| 4     | Landmark Excavation             | \$3,622,108.00        | \$727,783.00 (25.1%)    |
| 5     | BHI                             | \$3,660,290.00        | \$765,965.00 (26.5%)    |
| 6     | Whitaker Construction           | \$3,277,770.00        | \$383,445.00 (13.2%)    |
| 7     | Feller Enterprises              | \$3,557,156.50        | \$662,831.50 (22.9%)    |
| 8     | Suncore                         | \$3,312,655.00        | \$418,330.00 (14.5%)    |
| 9     | Royal T Enterprises             | \$3,494,400.00        | \$600,075.00 (20.7%)    |
| 10    | Phaze Concrete                  | \$3,131,080.18        | \$236,755.18 (8.2%)     |
| 11    | <b>Interstate Rock Products</b> | <b>\$2,894,325.00</b> |                         |
| 12    | Silver Spur Construction        | \$3,804,400.00        | \$910,075.00 (31.4%)    |
| 13    | Prime Excavating                | \$3,298,754.05        | \$404,429.05 (14.0%)    |
| 14    | Advance Construction            | \$3,138,280.00        | \$243,955.00 (8.4%)     |

\*Highlighted values were corrected from the contractor's bid tab and the actual calculated values based on the listed unit prices in the bid from the respective contractor.

Our review has found the bid from Interstate Rock Products to be responsive, and we recommend that the city consider awarding the contract to Interstate Rock Products in the amount of **\$2,894,325.00** for the Church Farm Road Pipeline and Pump Station Project. An Agreement should be executed pending receipt of appropriate bonds and insurance documents following Notice of Award.

September 9, 2026

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Please call with any questions or concerns regarding this recommendation.

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink, appearing to read 'A. Anderson'.

Aaron Anderson, P.E.  
Project Manager

Attachment

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Engineer's Estimate       |                | Feller Enterprises |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|---------------------------|----------------|--------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price                | Amount         | Unit Price         | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$376,200.00              | \$376,200.00   | \$150,000.00       | \$150,000.00   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$23,641.79               | \$23,641.79    | \$35,700.00        | \$35,700.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$14,922.73               | \$14,922.73    | \$24,000.00        | \$24,000.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$5,000.00                | \$5,000.00     | \$9,400.00         | \$9,400.00     |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$1,022,000.00            | \$1,022,000.00 | \$643,864.00       | \$643,864.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$71.11                   | \$39,112.69    | \$38.93            | \$21,411.50    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$153.45                  | \$460,351.75   | \$81.64            | \$244,920.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$106.62                  | \$1,332,692.43 | \$70.24            | \$878,000.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,793.85                | \$44,701.58    | \$3,360.00         | \$53,760.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$4,582.80                | \$18,331.20    | \$4,315.00         | \$17,260.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$6,472.74                | \$103,563.88   | \$10,674.00        | \$170,784.00   |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$15,080.47               | \$180,965.68   | \$17,470.00        | \$209,640.00   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,611.87                | \$3,223.75     | \$1,276.00         | \$2,552.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,611.87                | \$1,611.87     | \$1,387.00         | \$1,387.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$1,788.76                | \$21,465.08    | \$3,033.00         | \$36,396.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$3,071.68                | \$6,143.36     | \$4,467.00         | \$8,934.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$5,595.34                | \$5,595.34     | \$5,616.00         | \$5,616.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$13,102.98               | \$13,102.98    | \$37,667.00        | \$37,667.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$7,331.43                | \$21,994.29    | \$5,774.00         | \$17,322.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$908.61                  | \$1,817.22     | \$855.00           | \$1,710.00     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$2,287.82                | \$2,287.82     | \$2,029.00         | \$2,029.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$2,287.82                | \$9,151.29     | \$1,897.00         | \$7,588.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,287.82                | \$2,287.82     | \$2,521.00         | \$2,521.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$6,811.47                | \$6,811.47     | \$4,482.00         | \$4,482.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$10,068.98               | \$171,172.74   | \$6,528.00         | \$110,976.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$10,827.49               | \$97,447.42    | \$11,193.00        | \$100,737.00   |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$92,000.00               | \$92,000.00    | \$36,800.00        | \$36,800.00    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$10,000.00               | \$10,000.00    | \$8,650.00         | \$8,650.00     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$5,000.00                | \$5,000.00     | \$4,800.00         | \$4,800.00     |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$1,000,000.00            | \$1,000,000.00 | \$708,250.00       | \$708,250.00   |
| Total Cost |                                                                                             |          |      | -                         | \$5,092,596.18 | -                  | \$3,557,156.50 |
|            |                                                                                             |          |      | Difference From Low Bid   |                | \$662,831.50       |                |
|            |                                                                                             |          |      | % Difference From Low Bid |                | 22.9%              |                |

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



Corrected Bid Total to Match Unit Prices

| BASE BID   |                                                                                             |          |      | Interstate Rock |                | BHI            |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|-----------------|----------------|----------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price      | Amount         | Unit Price     | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$201,000.00    | \$201,000.00   | \$191,900.00   | \$191,900.00   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$8,150.00      | \$8,150.00     | \$12,600.00    | \$12,600.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$16,400.00     | \$16,400.00    | \$14,700.00    | \$14,700.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$6,700.00      | \$6,700.00     | \$28,400.00    | \$28,400.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$645,000.00    | \$645,000.00   | \$554,300.00   | \$554,300.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$38.50         | \$21,175.00    | \$65.00        | \$35,750.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$68.50         | \$205,500.00   | \$76.50        | \$229,500.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$48.50         | \$606,250.00   | \$65.50        | \$818,750.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,250.00      | \$36,000.00    | \$2,470.00     | \$39,520.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,300.00      | \$13,200.00    | \$3,530.00     | \$14,120.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$5,250.00      | \$84,000.00    | \$6,690.00     | \$107,040.00   |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$8,000.00      | \$96,000.00    | \$11,200.00    | \$134,400.00   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,300.00      | \$2,600.00     | \$1,290.00     | \$2,580.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,400.00      | \$1,400.00     | \$1,390.00     | \$1,390.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$1,950.00      | \$23,400.00    | \$2,740.00     | \$32,880.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$3,050.00      | \$6,100.00     | \$4,320.00     | \$8,640.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$3,500.00      | \$3,500.00     | \$5,640.00     | \$5,640.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$43,300.00     | \$43,300.00    | \$38,900.00    | \$38,900.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$4,700.00      | \$14,100.00    | \$6,930.00     | \$20,790.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$750.00        | \$1,500.00     | \$770.00       | \$1,540.00     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$2,000.00      | \$2,000.00     | \$1,800.00     | \$1,800.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,550.00      | \$6,200.00     | \$1,860.00     | \$7,440.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,400.00      | \$2,400.00     | \$2,450.00     | \$2,450.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,250.00      | \$4,250.00     | \$4,380.00     | \$4,380.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$6,150.00      | \$104,550.00   | \$6,190.00     | \$105,230.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$8,550.00      | \$76,950.00    | \$8,730.00     | \$78,570.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$54,600.00     | \$54,600.00    | \$87,200.00    | \$87,200.00    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$2,850.00      | \$2,850.00     | \$2,540.00     | \$2,540.00     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$1,750.00      | \$1,750.00     | \$1,440.00     | \$1,440.00     |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$603,500.00    | \$603,500.00   | \$1,075,900.00 | \$1,075,900.00 |
| Total Cost |                                                                                             |          |      | -               | \$2,894,325.00 | -              | \$3,660,290.00 |
|            |                                                                                             |          |      | Difference      | \$0.00         |                | \$765,965.00   |
|            |                                                                                             |          |      | % Difference    | 0.0%           |                | 26.5%          |

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Landmark Excavating |                | Advanced Construction and Design |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|---------------------|----------------|----------------------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price          | Amount         | Unit Price                       | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$145,100.00        | \$145,100.00   | \$40,000.00                      | \$40,000.00    |
| 2          | Traffic Control                                                                             | 1        | LS   | \$64,990.00         | \$64,990.00    | \$10,900.00                      | \$10,900.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$29,560.00         | \$29,560.00    | \$9,300.00                       | \$9,300.00     |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$50,980.00         | \$50,980.00    | \$12,000.00                      | \$12,000.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$827,400.00        | \$827,400.00   | \$562,000.00                     | \$562,000.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$40.00             | \$22,000.00    | \$31.00                          | \$17,050.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$79.50             | \$238,500.00   | \$90.00                          | \$270,000.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$68.00             | \$850,000.00   | \$65.00                          | \$812,500.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,525.00          | \$40,400.00    | \$1,900.00                       | \$30,400.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,590.00          | \$14,360.00    | \$2,850.00                       | \$11,400.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$6,735.00          | \$107,760.00   | \$5,900.00                       | \$94,400.00    |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$11,640.00         | \$139,680.00   | \$9,700.00                       | \$116,400.00   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,290.00          | \$2,580.00     | \$1,300.00                       | \$2,600.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,985.00          | \$1,985.00     | \$1,400.00                       | \$1,400.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,350.00          | \$28,200.00    | \$2,500.00                       | \$30,000.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$4,235.00          | \$8,470.00     | \$4,000.00                       | \$8,000.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$5,435.00          | \$5,435.00     | \$5,000.00                       | \$5,000.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$37,080.00         | \$37,080.00    | \$33,150.00                      | \$33,150.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$6,695.00          | \$20,085.00    | \$5,300.00                       | \$15,900.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$689.00            | \$1,378.00     | \$640.00                         | \$1,280.00     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$1,825.00          | \$1,825.00     | \$1,700.00                       | \$1,700.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,890.00          | \$7,560.00     | \$1,900.00                       | \$7,600.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,580.00          | \$2,580.00     | \$2,400.00                       | \$2,400.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,625.00          | \$4,625.00     | \$4,400.00                       | \$4,400.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$6,245.00          | \$106,165.00   | \$8,000.00                       | \$136,000.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$7,530.00          | \$67,770.00    | \$8,700.00                       | \$78,300.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$97,380.00         | \$97,380.00    | \$64,000.00                      | \$64,000.00    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$2,280.00          | \$2,280.00     | \$24,000.00                      | \$24,000.00    |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$15,280.00         | \$15,280.00    | \$12,200.00                      | \$12,200.00    |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$680,700.00        | \$680,700.00   | \$724,000.00                     | \$724,000.00   |
| Total Cost |                                                                                             |          |      | -                   | \$3,622,108.00 | -                                | \$3,138,280.00 |
|            |                                                                                             |          |      | Difference          | \$727,783.00   |                                  | \$243,955.00   |
|            |                                                                                             |          |      | % Difference        | 25.1%          |                                  | 8.4%           |



BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Phaze Concrete |                | Condie Construction |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|----------------|----------------|---------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price     | Amount         | Unit Price          | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$222,320.43   | \$222,320.43   | \$250,000.00        | \$250,000.00   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$26,460.00    | \$26,460.00    | \$15,000.00         | \$15,000.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$11,496.60    | \$11,496.60    | \$30,000.00         | \$30,000.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$7,206.19     | \$7,206.19     | \$30,000.00         | \$30,000.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$501,524.75   | \$501,524.75   | \$840,000.00        | \$840,000.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$40.77        | \$22,423.50    | \$39.10             | \$21,505.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$68.15        | \$204,450.00   | \$63.20             | \$189,600.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$51.28        | \$641,000.00   | \$50.40             | \$630,000.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,549.62     | \$40,793.92    | \$2,324.00          | \$37,184.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,514.90     | \$14,059.60    | \$3,077.00          | \$12,308.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$6,280.67     | \$100,490.72   | \$5,093.00          | \$81,488.00    |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$12,028.53    | \$144,342.36   | \$7,580.00          | \$90,960.00    |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,663.92     | \$3,327.84     | \$1,167.00          | \$2,334.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,758.14     | \$1,758.14     | \$1,447.00          | \$1,447.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,896.15     | \$34,753.80    | \$2,136.00          | \$25,632.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$4,645.27     | \$9,290.54     | \$3,370.00          | \$6,740.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$6,285.15     | \$6,285.15     | \$4,709.00          | \$4,709.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$46,725.84    | \$46,725.84    | \$45,514.00         | \$45,514.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$5,454.33     | \$16,362.99    | \$5,339.00          | \$16,017.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$968.15       | \$1,936.30     | \$417.00            | \$834.00       |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$1,852.11     | \$1,852.11     | \$1,649.00          | \$1,649.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,910.72     | \$7,642.88     | \$1,229.00          | \$4,916.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,445.73     | \$2,445.73     | \$2,054.00          | \$2,054.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,522.29     | \$4,522.29     | \$3,940.00          | \$3,940.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$5,655.91     | \$96,150.47    | \$5,943.00          | \$101,031.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$11,002.98    | \$99,026.82    | \$9,521.00          | \$85,689.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$142,321.01   | \$142,321.01   | \$90,642.00         | \$90,642.00    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$2,770.08     | \$2,770.08     | \$3,714.00          | \$3,714.00     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$3,793.88     | \$3,793.88     | \$16,682.00         | \$16,682.00    |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$713,546.24   | \$713,546.24   | \$524,748.00        | \$524,748.00   |
| Total Cost |                                                                                             |          |      |                | \$3,131,080.18 |                     | \$3,166,337.00 |
|            |                                                                                             |          |      | Difference     | \$236,755.18   |                     | \$272,012.00   |
|            |                                                                                             |          |      | % Difference   | 8.2%           |                     | 9.4%           |

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Whitaker     |                | Got Dirt Construction |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|--------------|----------------|-----------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price   | Amount         | Unit Price            | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$249,000.00 | \$249,000.00   | \$285,028.72          | \$285,028.72   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$20,300.00  | \$20,300.00    | \$8,039.03            | \$8,039.03     |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$22,000.00  | \$22,000.00    | \$12,474.36           | \$12,474.36    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$11,500.00  | \$11,500.00    | \$8,534.31            | \$8,534.31     |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$668,890.00 | \$668,890.00   | \$886,192.85          | \$886,192.85   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$68.00      | \$37,400.00    | \$155.95              | \$85,772.50    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$74.00      | \$222,000.00   | \$92.01               | \$276,030.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$62.00      | \$775,000.00   | \$71.11               | \$888,875.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,370.00   | \$37,920.00    | \$4,317.81            | \$69,084.96    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,500.00   | \$14,000.00    | \$14,544.74           | \$58,178.96    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$6,730.00   | \$107,680.00   | \$8,277.22            | \$132,435.52   |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$11,100.00  | \$133,200.00   | \$13,516.78           | \$162,201.36   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$995.00     | \$1,990.00     | \$4,134.70            | \$8,269.40     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,110.00   | \$1,110.00     | \$3,054.68            | \$3,054.68     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,420.00   | \$29,040.00    | \$5,519.22            | \$66,230.64    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$2,750.00   | \$5,500.00     | \$16,241.70           | \$32,483.40    |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$8,080.00   | \$8,080.00     | \$41,163.66           | \$41,163.66    |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$43,300.00  | \$43,300.00    | \$44,586.80           | \$44,586.80    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$5,010.00   | \$15,030.00    | \$7,467.31            | \$22,401.93    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$500.00     | \$1,000.00     | \$3,408.88            | \$6,817.76     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$1,470.00   | \$1,470.00     | \$3,397.40            | \$3,397.40     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,480.00   | \$5,920.00     | \$4,951.06            | \$19,804.24    |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,160.00   | \$2,160.00     | \$10,455.71           | \$10,455.71    |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,080.00   | \$4,080.00     | \$4,881.22            | \$4,881.22     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$8,320.00   | \$141,440.00   | \$6,449.93            | \$109,648.81   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$9,190.00   | \$82,710.00    | \$5,001.02            | \$45,009.18    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$110,500.00 | \$110,500.00   | \$715,016.06          | \$715,016.06   |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$5,810.00   | \$5,810.00     | \$6,111.81            | \$6,111.81     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$7,740.00   | \$7,740.00     | \$6,930.20            | \$6,930.20     |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$512,000.00 | \$512,000.00   | \$715,851.47          | \$715,851.47   |
| Total Cost |                                                                                             |          |      |              | \$3,277,770.00 |                       | \$4,734,961.94 |
|            |                                                                                             |          |      | Difference   | \$383,445.00   |                       | \$1,840,636.94 |
|            |                                                                                             |          |      | % Difference | 13.2%          |                       | 63.6%          |

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Prime Excavating |                | Royal T Enterprises |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|------------------|----------------|---------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price       | Amount         | Unit Price          | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$77,740.00      | \$77,740.00    | \$190,000.00        | \$190,000.00   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$12,500.00      | \$12,500.00    | \$30,000.00         | \$30,000.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$22,354.08      | \$22,354.08    | \$30,000.00         | \$30,000.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$8,180.00       | \$8,180.00     | \$30,000.00         | \$30,000.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$594,639.06     | \$594,639.06   | \$500,000.00        | \$500,000.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$49.25          | \$27,087.50    | \$80.00             | \$44,000.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$92.37          | \$277,110.00   | \$85.00             | \$255,000.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$80.25          | \$1,003,125.00 | \$90.00             | \$1,125,000.00 |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,320.90       | \$37,134.40    | \$3,500.00          | \$56,000.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,361.66       | \$13,446.64    | \$4,500.00          | \$18,000.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$7,000.41       | \$112,006.56   | \$5,500.00          | \$88,000.00    |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$10,532.85      | \$126,394.20   | \$6,500.00          | \$78,000.00    |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$911.83         | \$1,823.66     | \$1,300.00          | \$2,600.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,008.53       | \$1,008.53     | \$1,900.00          | \$1,900.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,226.58       | \$26,718.96    | \$2,900.00          | \$34,800.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$3,706.52       | \$7,413.04     | \$4,000.00          | \$8,000.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$4,759.01       | \$4,759.01     | \$7,500.00          | \$7,500.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$36,322.90      | \$36,322.90    | \$33,000.00         | \$33,000.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$4,836.93       | \$14,510.79    | \$4,800.00          | \$14,400.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$876.07         | \$1,752.14     | \$900.00            | \$1,800.00     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$1,344.19       | \$1,344.19     | \$1,700.00          | \$1,700.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,404.34       | \$5,617.36     | \$1,100.00          | \$4,400.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$1,953.47       | \$1,953.47     | \$2,500.00          | \$2,500.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$3,605.30       | \$3,605.30     | \$4,400.00          | \$4,400.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$6,791.56       | \$115,456.52   | \$8,100.00          | \$137,700.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$9,438.93       | \$84,950.37    | \$9,700.00          | \$87,300.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$124,980.00     | \$124,980.00   | \$100,000.00        | \$100,000.00   |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$3,451.17       | \$3,451.17     | \$6,400.00          | \$6,400.00     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$3,000.00       | \$3,000.00     | \$2,000.00          | \$2,000.00     |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$548,369.20     | \$548,369.20   | \$600,000.00        | \$600,000.00   |
| Total Cost |                                                                                             |          |      |                  | \$3,298,754.05 |                     | \$3,494,400.00 |
|            |                                                                                             |          |      | Difference       | \$404,429.05   |                     | \$600,075.00   |
|            |                                                                                             |          |      | % Difference     | 14.0%          |                     | 20.7%          |



BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



Corrected Bid Total to Match Unit Prices

| BASE BID   |                                                                                             |          |      | Silver Spur Construction |                | Suncore      |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|--------------------------|----------------|--------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price               | Amount         | Unit Price   | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$225,000.00             | \$225,000.00   | \$144,000.00 | \$144,000.00   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$21,000.00              | \$21,000.00    | \$22,500.00  | \$22,500.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$8,000.00               | \$8,000.00     | \$30,500.00  | \$30,500.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$6,000.00               | \$6,000.00     | \$22,000.00  | \$22,000.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$1,000,000.00           | \$1,000,000.00 | \$725,000.00 | \$725,000.00   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$58.00                  | \$31,900.00    | \$34.50      | \$18,975.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$98.00                  | \$294,000.00   | \$73.50      | \$220,500.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$74.00                  | \$925,000.00   | \$62.00      | \$775,000.00   |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,700.00               | \$43,200.00    | \$2,600.00   | \$41,600.00    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,500.00               | \$14,000.00    | \$3,700.00   | \$14,800.00    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$5,500.00               | \$88,000.00    | \$7,000.00   | \$112,000.00   |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$7,400.00               | \$88,800.00    | \$11,000.00  | \$132,000.00   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$2,100.00               | \$4,200.00     | \$1,025.00   | \$2,050.00     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$2,200.00               | \$2,200.00     | \$1,130.00   | \$1,130.00     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$3,400.00               | \$40,800.00    | \$2,600.00   | \$31,200.00    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$4,700.00               | \$9,400.00     | \$4,400.00   | \$8,800.00     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$7,400.00               | \$7,400.00     | \$5,700.00   | \$5,700.00     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$49,000.00              | \$49,000.00    | \$36,400.00  | \$36,400.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$5,500.00               | \$16,500.00    | \$5,000.00   | \$15,000.00    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$1,600.00               | \$3,200.00     | \$600.00     | \$1,200.00     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$2,000.00               | \$2,000.00     | \$1,500.00   | \$1,500.00     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$2,300.00               | \$9,200.00     | \$1,700.00   | \$6,800.00     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,800.00               | \$2,800.00     | \$2,300.00   | \$2,300.00     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,000.00               | \$4,000.00     | \$4,000.00   | \$4,000.00     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$7,900.00               | \$134,300.00   | \$6,700.00   | \$113,900.00   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$9,500.00               | \$85,500.00    | \$8,500.00   | \$76,500.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$90,000.00              | \$90,000.00    | \$46,000.00  | \$46,000.00    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$7,000.00               | \$7,000.00     | \$7,000.00   | \$7,000.00     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$15,000.00              | \$15,000.00    | \$19,300.00  | \$19,300.00    |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$577,000.00             | \$577,000.00   | \$675,000.00 | \$675,000.00   |
| Total Cost |                                                                                             |          |      |                          | \$3,804,400.00 |              | \$3,312,655.00 |
|            |                                                                                             |          |      | Difference               | \$910,075.00   |              | \$418,330.00   |
|            |                                                                                             |          |      | % Difference             | 31.4%          |              | 14.5%          |

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Terry R Brotherson Ex. |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|------------------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Unit Price             | Amount         |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$194,292.36           | \$194,292.36   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$25,000.00            | \$25,000.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$9,858.00             | \$9,858.00     |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$15,400.00            | \$15,400.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$711,653.90           | \$711,653.90   |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$59.62                | \$32,791.00    |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$120.25               | \$360,750.00   |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$100.33               | \$1,254,125.00 |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,399.35             | \$38,389.60    |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$3,706.21             | \$14,824.84    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$7,104.29             | \$113,668.64   |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$11,011.99            | \$132,143.88   |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,259.68             | \$2,519.36     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,348.24             | \$1,348.24     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,616.90             | \$31,402.80    |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$4,171.76             | \$8,343.52     |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$5,135.12             | \$5,135.12     |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$34,366.36            | \$34,366.36    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$5,241.72             | \$15,725.16    |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$840.64               | \$1,681.28     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$2,209.60             | \$2,209.60     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$2,318.41             | \$9,273.64     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,566.88             | \$2,566.88     |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,494.20             | \$4,494.20     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$9,251.90             | \$157,282.30   |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$10,529.76            | \$94,767.84    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$42,237.52            | \$42,237.52    |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$3,371.56             | \$3,371.56     |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$2,420.00             | \$2,420.00     |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$453,314.02           | \$453,314.02   |
| Total Cost |                                                                                             |          |      |                        | \$3,775,356.62 |

Difference\$881,031.62

% Difference30.4%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



| BASE BID   |                                                                                             |          |      | Unit Price Summary |              |                |
|------------|---------------------------------------------------------------------------------------------|----------|------|--------------------|--------------|----------------|
| Item No.   | Description                                                                                 | Quantity | Unit | Average            | Low          | High           |
| 1          | Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid) | 1        | LS   | \$183,241.54       | \$40,000.00  | \$285,028.72   |
| 2          | Traffic Control                                                                             | 1        | LS   | \$22,367.07        | \$8,039.03   | \$64,990.00    |
| 3          | Survey Control and Staking                                                                  | 1        | LS   | \$19,331.65        | \$8,000.00   | \$30,500.00    |
| 4          | Stormwater Pollution Prevention                                                             | 1        | LS   | \$17,592.89        | \$6,000.00   | \$50,980.00    |
| 5          | Church Farm Road Pump Station, Complete                                                     | 1        | LS   | \$690,033.18       | \$500,000.00 | \$1,000,000.00 |
| 6          | 6-in C-900 PVC DR-18 Pipeline                                                               | 550      | LF   | \$57.04            | \$31.00      | \$155.95       |
| 7          | 16-in C-900 PVC DR-18 Pipeline                                                              | 3,000    | LF   | \$83.04            | \$63.20      | \$120.25       |
| 8          | 12-in C-900 PVC DR-18 Pipeline                                                              | 12,500   | LF   | \$68.47            | \$48.50      | \$100.33       |
| 9.1        | Furnish and Install 6" Gate Valve                                                           | 16       | EA   | \$2,684.76         | \$1,900.00   | \$4,317.81     |
| 9.2        | Furnish and Install 8" Gate Valve                                                           | 4        | EA   | \$4,356.39         | \$2,850.00   | \$14,544.74    |
| 9.3        | Furnish and Install 12" Gate Valve                                                          | 16       | EA   | \$6,695.33         | \$5,093.00   | \$10,674.00    |
| 9.4        | Furnish and Install 16" Butterfly Valve                                                     | 12       | EA   | \$10,620.01        | \$6,500.00   | \$17,470.00    |
| 10.1       | Furnish and Install 12" 11.25 Degree Bend                                                   | 2        | EA   | \$1,500.94         | \$911.83     | \$4,134.70     |
| 10.2       | Furnish and Install 12" 45 Degree Bend                                                      | 1        | EA   | \$1,608.47         | \$1,008.53   | \$3,054.68     |
| 10.3       | Furnish and Install 12"x6" Tee                                                              | 12       | EA   | \$2,806.28         | \$1,950.00   | \$5,519.22     |
| 10.4       | Furnish and Install 16"x6" Tee                                                              | 2        | EA   | \$4,861.23         | \$2,750.00   | \$16,241.70    |
| 10.5       | Furnish and Install 16"x12" Tee                                                             | 1        | EA   | \$8,280.21         | \$3,500.00   | \$41,163.66    |
| 10.6       | Furnish and Install 36"x24" Tee                                                             | 1        | EA   | \$39,950.92        | \$33,000.00  | \$49,000.00    |
| 10.7       | Furnish and Install 16" Cross                                                               | 3        | EA   | \$5,574.88         | \$4,700.00   | \$7,467.31     |
| 10.8       | Furnish and Install 8"x6" Reducer                                                           | 2        | EA   | \$986.77           | \$417.00     | \$3,408.88     |
| 10.9       | Furnish and Install 16"x6" Reducer                                                          | 1        | EA   | \$1,891.16         | \$1,344.19   | \$3,397.40     |
| 10.10      | Furnish and Install 16"x8" Reducer                                                          | 4        | EA   | \$1,963.61         | \$1,100.00   | \$4,951.06     |
| 10.11      | Furnish and Install 16"x12" Reducer                                                         | 1        | EA   | \$2,970.49         | \$1,953.47   | \$10,455.71    |
| 10.12      | Furnish and Install 24"x16" Reducer                                                         | 1        | EA   | \$4,290.00         | \$3,605.30   | \$4,881.22     |
| 11         | Fire Hydrant (STD 302), Complete                                                            | 17       | EA   | \$7,016.09         | \$5,655.91   | \$9,251.90     |
| 12         | 2" Air Valve (STD 316), Complete                                                            | 9        | EA   | \$9,077.62         | \$5,001.02   | \$11,193.00    |
| 13         | Roadway Improvements                                                                        | 1        | LS   | \$128,691.19       | \$36,800.00  | \$715,016.06   |
| 14         | Abandon and Cap Existing 2-inch and Install New Meter                                       | 1        | LS   | \$6,139.19         | \$2,280.00   | \$24,000.00    |
| 15         | Archaeological Monitor                                                                      | 1        | LS   | \$8,024.01         | \$1,440.00   | \$19,300.00    |
| 16         | 16" DIP Class 51 Across SR-7                                                                | 1        | LS   | \$650,869.92       | \$453,314.02 | \$1,075,900.00 |
| Total Cost |                                                                                             |          |      |                    |              |                |

# Briefing Document

**Description:** Public Works is requesting the award of a bid to Interstate Rock Products in the amount of **\$2,894,325.00** for the construction of the Church Farm Road Pump Station & Pipeline project.

**Presenter:** Blake Fannesbeck

**Submitted By:** Lester Dalton

**Recommendation:** Approval

**Background Information:** Bids were received September 9, 2026 at 2:00 pm at the Public Works office. A total of 14 bids were received for the project. Interstate Rock Products was the lowest responsible bidder.

As can be seen from the Bid Tabulation, the bidding was very competitive.

**Fiscal Impact:** Appropriated for in the current budget

**Impacted Fund:** Water restricted funds

WASHINGTON CITY  
CITY COUNCIL MEETING  
STAFF REVIEW

---

**HEARING DATE:** September 23rd, 2026

**ACTION REQUESTED:** HW-26-02 - A request for a height waiver to exceed the maximum height allowed located at approximately Riggs Loop Drive and Devils Garden Ln.

**APPLICANT:** Jared Madsen

**OWNER:** Church of Jesus Christ of Latter Day Saints

**ARCHITECT:** P.C Architects Inc

**REVIEWED BY:** Eldon Gibb - Community Development Director

---

**Background**

The applicant is requesting a waiver to extend above the maximum building height allowed in a Residentially zoned property (35' feet). The proposal is located at approximately Riggs Loop Drive and Devils Garden Ln in the Long Valley Planned Community Development.

The applicant is seeking approval to extend the height of the associated steeple (steeple only will extend beyond the limit) to sixty-nine feet (69') at its highest point with the main portion of the building being twenty-nine feet (29') tall.

City Code 9-14-22 identifies four items City Council should consider while discussing this item:

- A. The proposed height waiver at the particular location, is necessary and desirable, and is to provide a service or facility which will contribute to the general well being of the neighborhood and community; and
- B. The request will not create public health concerns; and
- C. Any aesthetic impacts on the surrounding area will be mitigated; and
- D. Any adverse effects the request may impose on the surrounding area will be addressed and mitigated.



WASHINGTON CITY  
CITY COUNCIL MEETING  
STAFF REVIEW

---

**HEARING DATE:** September 23rd, 2026

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**OWNER:** Church of Jesus Christ of Latter Day Saints

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**REVIEWED BY:** Eldon Gibb - Community Development Director

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City Code 9-14-22 identifies four items City Council should consider while discussing this item:

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- B. The request will not create public health concerns; and
- C. Any aesthetic impacts on the surrounding area will be mitigated; and
- D. Any adverse effects the request may impose on the surrounding area will be addressed and mitigated.



August 17, 2026

Washington City  
Planning & Zoning  
Washington, UT 84770

**Re: Height Waiver Narrative – Long Valley G300**

On behalf of the Long Valley G300 project, we respectfully submit this request for a height waiver to accommodate a proposed architectural steeple that exceeds the standard maximum building height permitted by Washington City Code. Measured from the finished floor elevation, the main church building will have a height of 29'-1", while the steeple will extend to a maximum height of 69'-0".

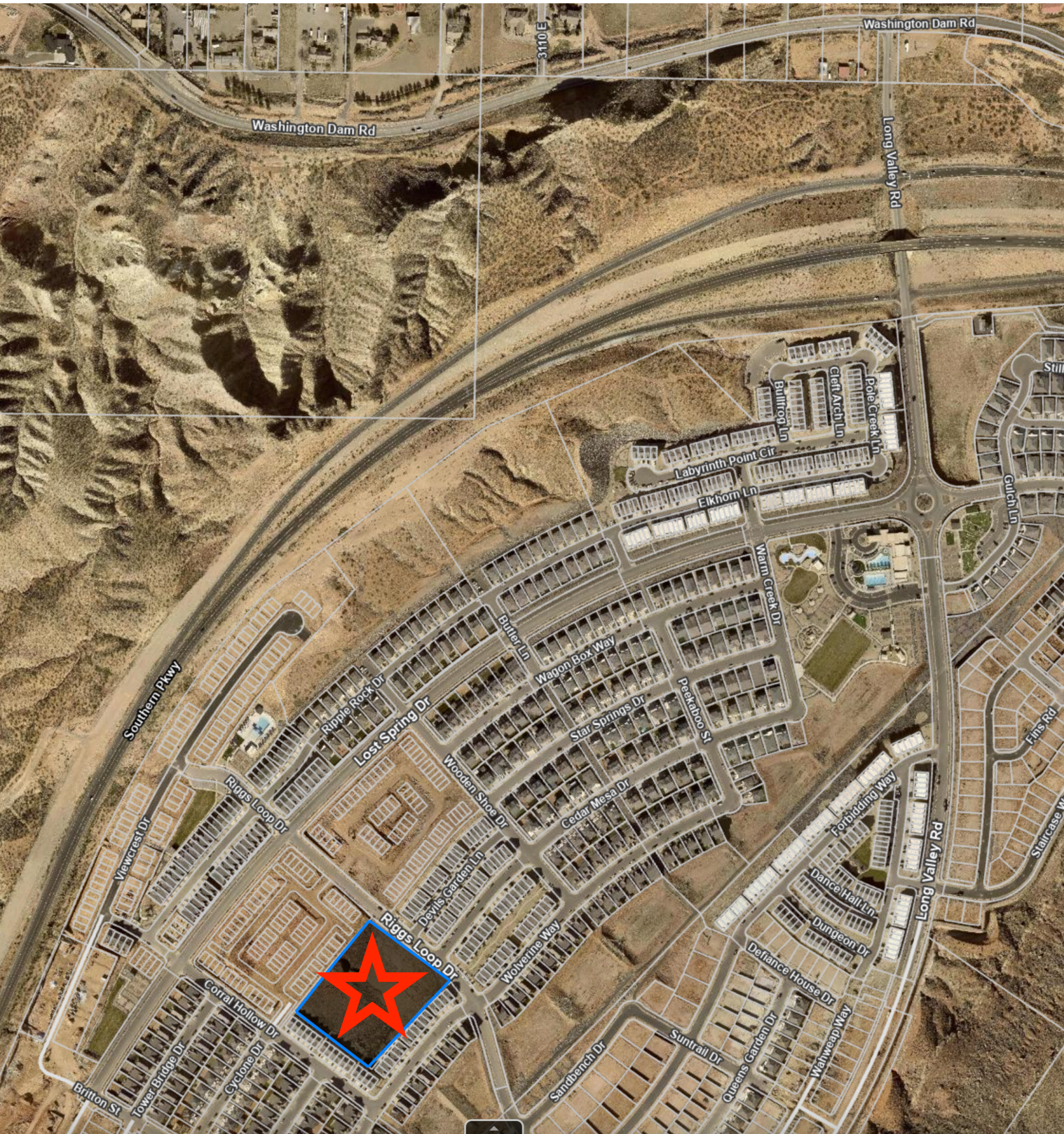
The height waiver is both necessary and desirable to maintain the traditional form of religious architecture, where vertical elements such as steeples symbolize community gathering, spiritual aspiration, and cultural heritage. The steeple will serve as a visual landmark for the neighborhood, reinforcing the Church's role as a center for community cohesion and service.

The requested height increase is limited solely to the steeple feature, which is proportionally scaled to the building and intentionally designed to minimize mass and visual impact. It will not result in additional occupied floor area, nor will it contribute to view obstruction, excessive shading, or other detrimental effects typically associated with increased building heights.

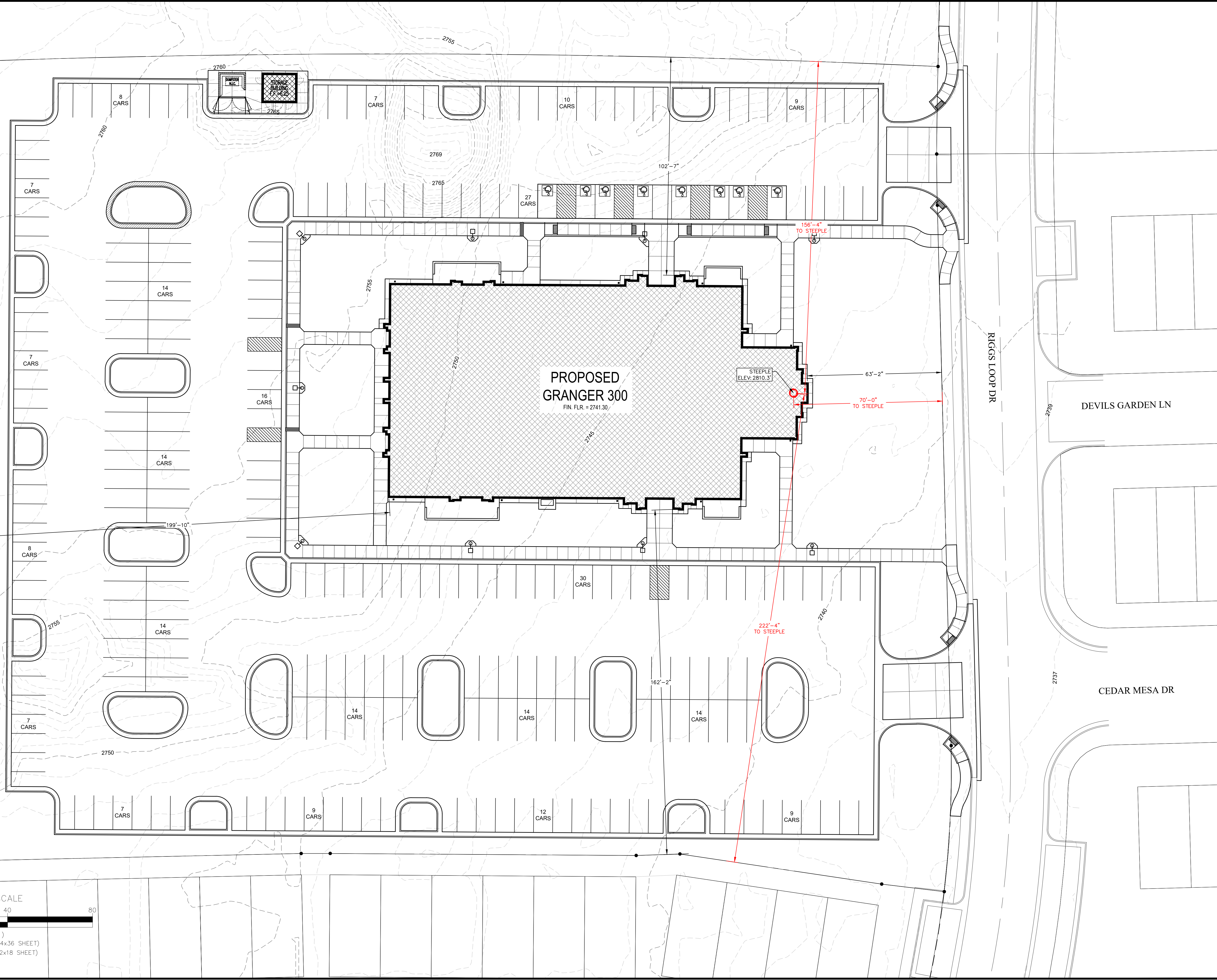
Potential concerns regarding the height have been considered. The steeple will be constructed using neutral, non-reflective materials and will be integrated seamlessly with the building's architecture to ensure compatibility with surrounding development. Given its slender profile and non-occupiable nature, the steeple will have no measurable impact on adjacent properties or public safety.

In conclusion, approval of this height waiver will allow for a project that strengthens the neighborhood's identity, preserves architectural tradition, and enhances the general well-being of the community without creating adverse effects. We appreciate the City's thoughtful consideration of this request.









Release Date:  
17 AUGUST 2026

**P.C. ARCHITECTS INC.**  
Dennis B. Patten, AIA  
P.O. Box 217  
St. George, UT 84771  
(435) 673-6579

Stamp:

Project Name:  
**WASHINGTON CITY  
LONG VALLEY G300**  
EAST RIGGS LOOP DRIVE

Project for:  
**THE CHURCH OF  
JESUS CHRIST  
OF LATTER-DAY SAINTS**

| Mark | Date | Rev | Description |
|------|------|-----|-------------|
|      |      |     |             |
|      |      |     |             |
|      |      |     |             |
|      |      |     |             |
|      |      |     |             |
|      |      |     |             |
|      |      |     |             |

Project Number:  
**PCA-####**  
Plan Series:  
**G300-MH-11**  
Property Number:  
**###-####**

Sheet Title:  
**HEIGHT  
WAIVER  
EXHIBIT**

Sheet:  
**####**



RIDGE OF TRUSS  
129' - 1"

T.O. SLAB  
100' - 0"

6 TYP.

5 TYP.

4 SIM.

1 TYP.

1 SIM.

1 SIM.

1 SIM.

1 DASHED LINE REPRESENTS BRICK MECH. ENCLOS. (TYP)

1 SIMILAR. PRECAST CONCRETE SILL, HEAD. CUSTOM COLOR TO MATCH BRICK. (TYPICAL)

4 SIMILAR. WHITE STOREFRONT DOORS / WINDOWS

1 DASHED LINE REPRESENTS BRICK MECH. ENCLOS. (TYP)

4 SIMILAR. WHITE STOREFRONT WINDOW

LEFT ELEVATION

1/8" = 1'-0"

B  
A201

## **Local Consent for Proximity to a Community Location**

**Presenter:** Hana Park

**Submitted By:** Hana Park

### **Background Information:**

The applicant, Jackson Carter, on behalf of Riggatti's Washington LLC, located at 28 N 300 W, is requesting Local Consent for Proximity to a Community Location (Nisson Park).

In accordance with Utah State Code § 32B-1-202 (effective May 6, 2026), the state defers decisions regarding proximity to community locations, such as public parks and playgrounds, to local municipal authorities. This local proximity consent is a required prerequisite for the applicant's state liquor license application with the Utah Department of Alcoholic Beverage Services (DABS). Under state statute, the local authority must evaluate proximity factors, conduct a public hearing for community input, and provide formal consent.

The subject property is located across Telegraph Street from Nisson Park, with measured straight line distances of 122 feet and 140 feet from the building entrances to the park boundary. While these measurements fall within the state's 200-foot baseline, the establishment is physically separated from the park by a major public roadway buffer. The police and business licensing staff reviewed the application with no concerns.

### **Recommendation:**

Staff recommends approval of Local Consent for Proximity to a Community Location, as the application satisfies requirements under Washington City Code and Utah State Code.





# Department of Alcoholic Beverage Services

Effective Date: May, 2026

## Local Authorization for Proximity to a Community Location Expressly for Restaurant and Hotel Licenses

The local business licensing authority acknowledges proximity to a park, playground, or library and has conducted a public meeting at which members of the public were provided an opportunity to comment on the proposed location of the restaurant or hotel at least 30 days prior to the issuance of Local Consent, pursuant to Utah Code Sections 32B-1-202 and 32B-1-202.1.

Washington

hereby acknowledges proximity of the license for:

**Business Name (DBA):** Riggatti's Washington LLC

**Entity Name (or owner's name if sole proprietor):** Riggatti's Washington LLC

**Physical Location Street Address:** 28 N 300 W

**City:** Washington **Zip Code:** 84780

**Authorized Licensing Authority Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date of Public Hearing (must be held 30 days prior to issuance of the Local Consent):** \_\_\_\_\_

*\*A copy of the meeting minutes or link to the public meeting must be submitted with this form*

This local authorization document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.



## **Local Consent for On Premise Limited Services Restaurant Liquor License**

**Presenter:** HanaPark

**Submitted By:** Hana Park

### **Background Information:**

The applicant, Jackson Carter, has submitted an application to the Utah Department of Alcoholic Beverage Services (DABS) for an On-Premise Restaurant Limited-Service License for Rigatti's Washington LLC, located at 28 N 300 W, Washington, Utah.

As part of the state licensing process, the Utah Department of Alcoholic Beverage Services requires local consent from the governing body of the municipality in which the business is located.

### **Recommendation:**

Staff recommends approval of the Local Consent Agenda Item as presented as it meets the requirement of Washington City Code.





# Department of Alcoholic Beverage Services

Effective Date: Dec. 2024

## Local Authority Consent for a Retail Alcohol License

### License Type:

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an on-premise retail alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the premises of the applicant under the following authorities:

Utah Code Sections 32B-1-202, 32B-5-201, 32B-5-203, 32B-5-205, and 32B-5-206.

\_\_\_\_\_  
hereby grants its consent for the issuance of a license to:

**Business Name (DBA):** \_\_\_\_\_

**Entity Name:** \_\_\_\_\_

**Physical Location Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Authorized Licensing Authority Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.

WASHINGTON CITY  
CITY COUNCIL MEETING  
STAFF REVIEW

---

**HEARING DATE:** September 23rd, 2026

**ACTION REQUESTED:** G-26-04, A request to amend the General Plan Land Use Map from LD, OS and NCOM to LD, MD, MHD and CCOM located at approximately 2000 South and 20 East

**APPLICANT:** Jason Ward

**OWNER:** Adams Family Farms, LLC

**ENGINEER:** Rosenberg Associates

**REVIEWED BY:** Eldon Gibb, Community Development Director

**RECOMMENDATION:** Staff Recommended approval, Planning Commission  
Recommended Denial

---

**Background**

The applicant is proposing to amend the General Plan Land Use Map located at approximately 2000 South and 20 East covering a total of 140.32 acres. The current Land Use designation at this location is OS, LD and NCOM. The applicant is proposing the following changes:

- 7.56 acres of OS to a proposed LD. This is the bright yellow area on the map and is in the Hillside Overlay which has visible hillside scarring. Changing the general plan from OS to LD will allow future development to include this area and address hillside mitigation efforts. LD allows single family homes with a 3-4 d.u/acre ratio.

- 50.32 acres of LD to a proposed MD. This is the mild yellow area on the map and is identified in three different locations put in place to transition from LD to MHD and commercial use areas. MD allows single family residences with a 4.5 - 6 d.u/acre ratio.

-41.79 acres of LD to a proposed MHD. This is the orange area on the map and is identified in two areas, specifically the corner of 2000 South and 20 East and next to the intermediate school on the corner of 240 West and 3090 South. MHD allows attached single family residences and multifamily with a 7-12 d.u/acre ratio.

-40.65 acres of LD and NCOM to a proposed CCOM. This is the pink area on the map

and fronts Merrill Rd intended to conveniently serve area residents. CCOM allows AP, C-1 and C-2 type uses.

The surrounding General Plan Land Use designations are OS, LD, VLD and NCOM. Staff has reviewed the requested change and is comfortable with the proposal as it incorporates land use compatibility transitions and locates higher-density residential and commercial uses along major public roadways and the intermediate school.

### **Recommendation**

The Planning Commission reviewed this request on August 26 and September 9th, 2026 and unanimously recommended denial due to lack of buffering between the existing VLD residential and the proposed CCOM along with the lack of MD that should replace some of the MHD so that the MHD is reduced.

---

Planning Commission Minutes  
September 2nd, 2026

<https://youtube.com/live/ldE3h3vcRZw?t=181>

Community Development Director Eldon Gibb reviewed the application.

Applicant Michael Adams Orton spoke to the item.

Rusty Hughes, Economic Development Director, spoke to the item.

Commissioner Bulloch opened the public hearing.

The following individuals spoke to the item:

- Koho Head
- Derek Hoffman
- Jeff Stewart
- Jon O Bray
- Darren Orton - the applicant - Tara does this go here, he spoke during the public hearing time.
- Melisa Dickensen
- Frank Martini
- Tim Houghton
- 

Commissioner Bulloch closed the public hearing.



*Commissioner Anderson made a motion to recommend denial due to the lack of buffering between the existing VLD residential and the proposed CCOM along with the lack of MD that should replace some of the MHD so that the MHD is reduced onto the City Council to a later date which mailing notices will be sent to surrounding residences as done for the Planning Commission meeting. Commissioner Davis seconded the motion; which passed with the following roll call vote:*

|                       |     |
|-----------------------|-----|
| Commissioner Bulloch  | Aye |
| Commissioner Mitchell | Aye |
| Commissioner Anderson | Aye |
| Commissioner Davis    | Aye |

**Date:** August 3, 2026

**To:** Washington City Planning and Zoning  
Attn: Eldon Gibb – City Planner  
111 North 100 East  
Washington, Utah 84780

**From:** Jason S. Smith, PE,  
Principal Engineer

**Subject:** **Adams Family  
General Plan  
Project Number: 14573-24**

This document has been prepared for Adams Family Farm LLC and the Adams Family Trust, in support of the proposed General Plan Amendment, to facilitate the beneficial use for the parcels, and surrounding community, and associated utility and roadway improvements located south of 2000 South and east of 20 East, in addition to a parcel southwest of the intersection of Merrill Road and 20 East, and a separate parcel to the northeast of the intersection of 3090 South and 240 West. (Parcels W-5-2-26-2401, & W-5-2-26-2402, W-5-2-26-203, 6325, 6326, 6327, 6328, 6330, 6539-B-1, 6542, 6540-B, 6540-C) in Washington, Utah. The proposed project is comprised of 40.65 acres of community commercial, 41.79 acres of medium high density residential, 50.32 acres of medium density residential, and 37.63 of low density residential. Access and utility services will be provided along 2000 South, 20 East, Merrill Road, 240 West and 3090 South.

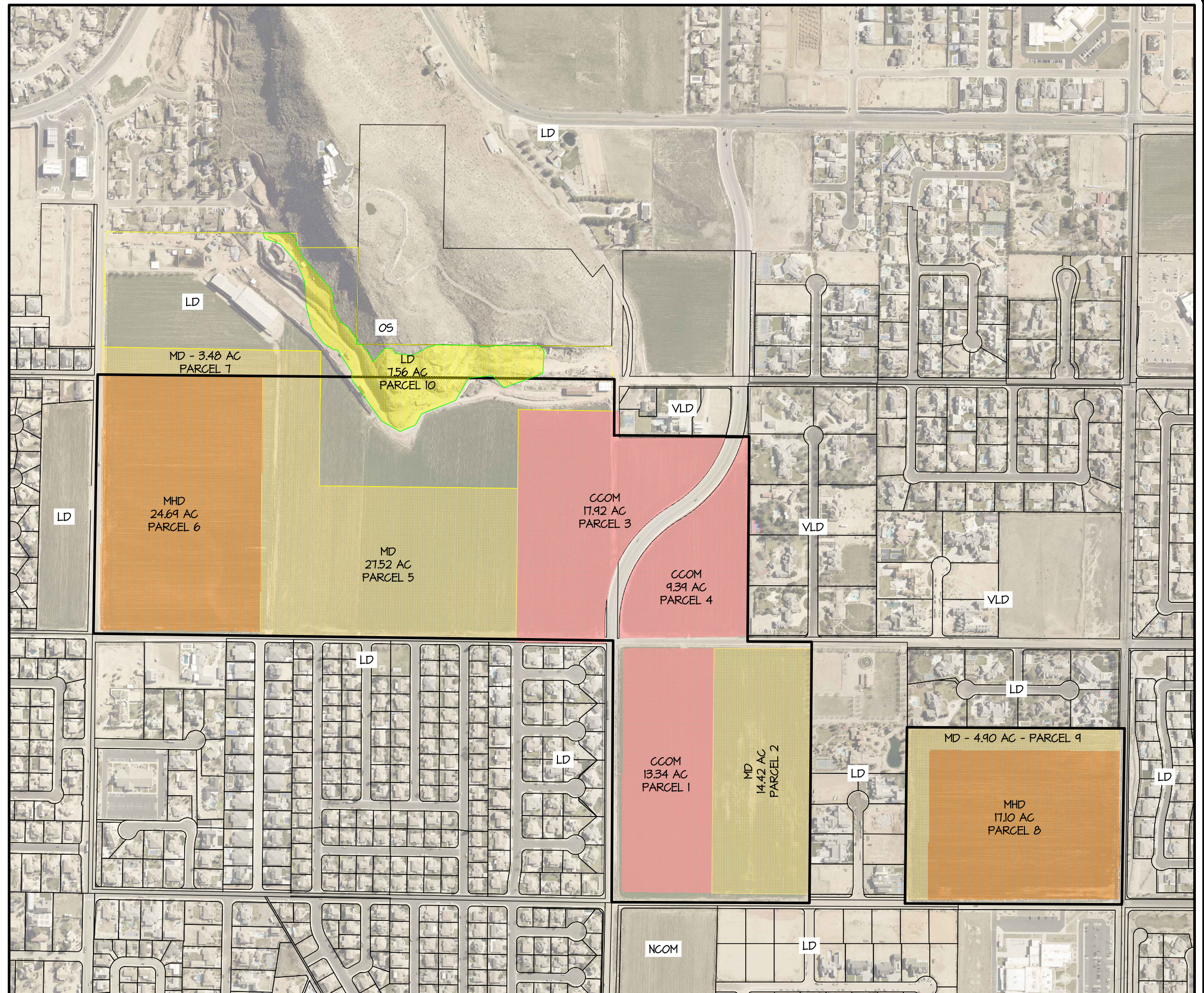
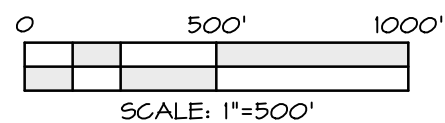
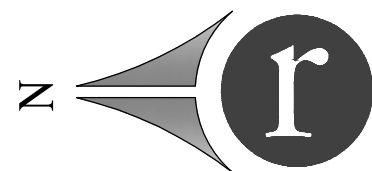


**PROJECT FLOW CARD: G-26-04 - General Plan Amendment - Adams  
Approx 20 East**

|                       |                                                                                                                                                                                                                                                                                                                                     |  |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Community Development | Applicant has feathered existing densities with proposed densities and increasing the commercial footprint adjacent to Merrill road.                                                                                                                                                                                                |  |
| Public Works          | Reviewed and OK to move forward for hearing. Corrections made to acreages and general plan designation labels.                                                                                                                                                                                                                      |  |
| Engineer              | Reviewed and no concerns with the general plan from an engineering standpoint.                                                                                                                                                                                                                                                      |  |
| Parks/Trails          | Reviewed, no concerns                                                                                                                                                                                                                                                                                                               |  |
| Dixie Power           | Reviewed, no concerns                                                                                                                                                                                                                                                                                                               |  |
| Economic Dev          | Reviewed. I support the proposed General Plan Amendment to include Community Commercial (CCOM) in this area. The amendment would allow for a coordinated mix of commercial and residential uses. The proposed community commercial designation is appropriate to serve the surrounding neighborhoods and future growth in the area. |  |



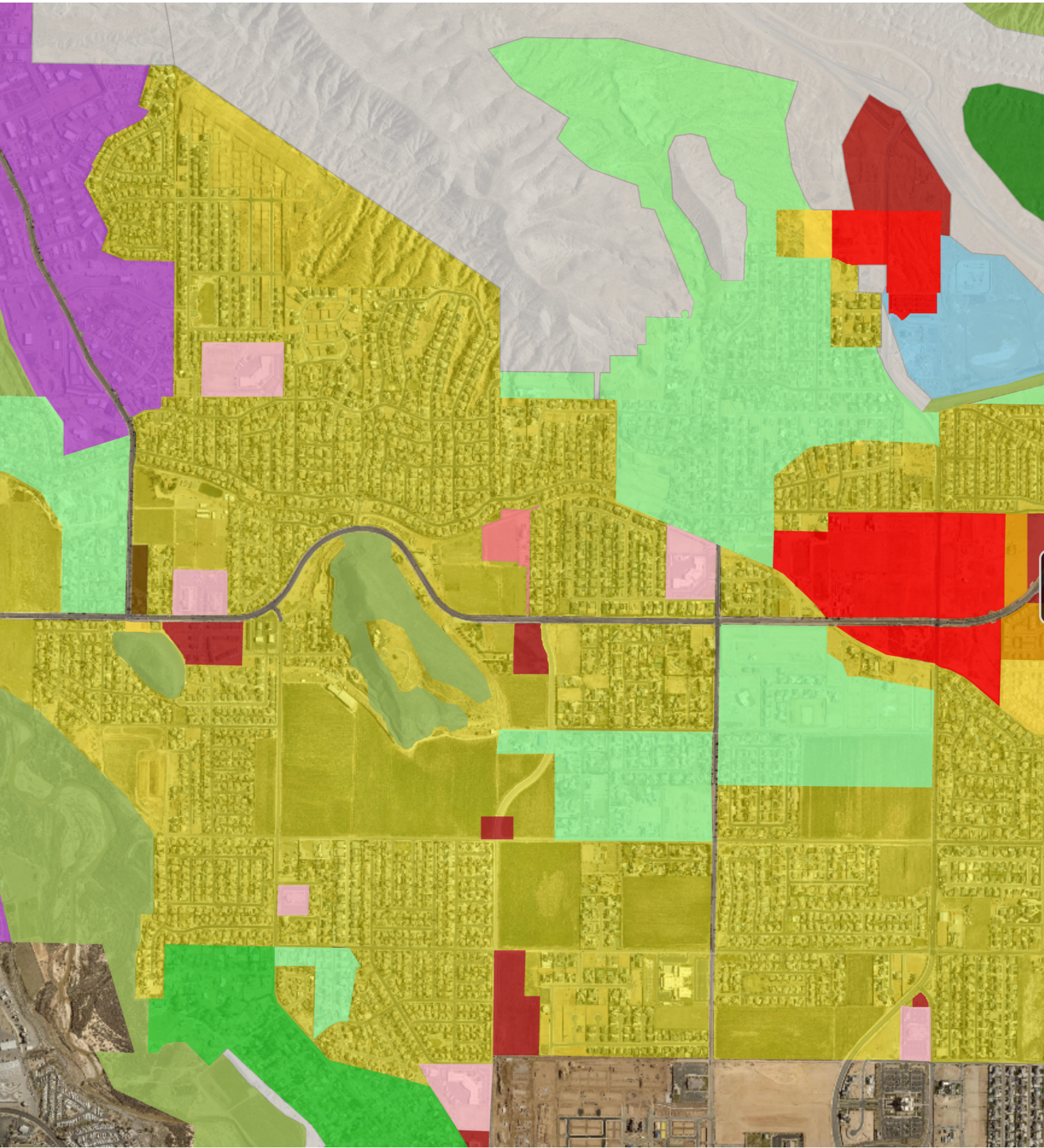
|                                                                                   |                                                                    |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------|
|  | COMMUNITY COMMERCIAL ZONE<br>40.65 AC                              |
|  | MEDIUM HIGH DENSITY RES. ZONE<br>(7-12 UNITS PER ACRE)<br>41.79 AC |
|  | MEDIUM DENSITY RES. ZONE<br>(4.5-6 UNITS PER ACRE)<br>50.32 AC     |
|  | LOW DENSITY RES. ZONE<br>(3-4 UNITS PER ACRE)<br>7.56 AC           |











**ORDINANCE NO. 2026-XX**  
**AN ORDINANCE AMENDING THE GENERAL PLAN LAND USE**  
**DESIGNATION WITHIN WASHINGTON CITY, UTAH**

**WHEREAS**, the Washington City Community Development Department has recommended the following General Plan Land Use Map designation be adopted; and

**WHEREAS**, the Planning Commission, pursuant to applicable notice requirements, conducted a public hearing on August 19th, 2026, which public hearing was closed, for the purpose of considering the proposed amended General Plan Land Use Map designation and the making of formal recommendation to the City Council; and

**WHEREAS**, the City Council, pursuant to applicable notice requirement, conducted a public meeting on September 23rd, 2026; and

**WHEREAS**, the City Council has reviewed this amendment and determined that it is in the best interest of the public and promotes the health, safety and general welfare of the community; and

**WHEREAS**, the City Council of Washington City, Utah, desires to amend the General Plan Land Use Map of Washington City, and

**BE IT ORDAINED BY THE CITY COUNCIL OF WASHINGTON CITY, UTAH**, that the following described property is hereby amended by General Plan Land Use Map request **G-26-04**, from the current OS, LD and NCOM to LD, MD, MHD and CCOM designations, located at approximately 2000 South and 20 East, and more particularly described as follows:

**Parcel ID and Detailed Legal Description in Exhibit A.**

**PASSED AND ORDERED POSTED** on this 23th day of September, 2026.

Washington City

Attest:

\_\_\_\_\_  
Kress Staheli, Mayor

\_\_\_\_\_  
Tara Pentz, City Recorder



**COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:**

|                |                              |                              |
|----------------|------------------------------|------------------------------|
| Troy Belliston | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Kim Casperson  | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Craig Coats    | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Bret Henderson | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Kurt Ivie      | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |

## Exhibit A

### Parcel 1 – CCOM

Beginning at a point being South 89°42'32" East 51.81 feet along the section line and South 00°37'33" West 65.06 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence South 89°29'06" East 1,249.76 feet;  
thence South 00°06'39" West 446.91 feet;  
thence North 89°29'06" West 1,253.81 feet;  
thence North 00°37'44" East 446.90 feet to the Point of Beginning.  
Containing 559,423 square feet or 12.84 acres.

### Parcel 2 – MD

Beginning at a point being South 89°42'32" East 51.81 feet along the section line and South 00°37'33" West 511.96 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence South 89°29'06" East 1,253.81 feet;  
thence South 00°06'39" West 500.10 feet;  
thence North 89°29'00" West 1,258.33 feet to and along the Northerly line of Oak Grove, as found on file with the Washington County Recorder's Office, Entry No. 20220019420, to the Northwesterly corner said Oak Grove;  
thence North 00°37'44" East 500.05 feet to the Point of Beginning.  
Containing 628,122 square feet or 14.42 acres.

### Parcel 3 – CCOM

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and North 00°46'47" East 42.57 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence North 00°46'47" East 454.12 feet;  
thence South 89°24'10" East 1,176.55 feet;  
thence South 01°01'50" West 490.42 feet to the Northerly line Deer Meadows as found on file with the Washington County Recorder's Office, Entry No. 20210038686;  
thence North 89°42'32" West 123.92 feet along the Northerly line to the Northwesterly corner said Deer Meadows;  
thence South 00°26'40" West 571.94 feet along the Westerly line said Deer Meadows to the Northerly line Merrill Road;  
thence along said Northerly line Merrill Road the following (4) courses;thence Northwesterly 479.97 feet along an arc of a 640.18 foot radius non-tangent curve to the right (center bears North 17°36'22" East, long chord bears North 50°54'56" West 468.81 feet with a central angle of 42°57'25");  
thence Northwesterly 127.74 feet along an arc of a 736.04 foot radius non-tangent curve to the left (center bears South 57°41'46" West, long chord bears North 37°16'34" West 127.58 feet with a central angle of 09°56'38");  
thence Northwesterly 572.02 feet along an arc of a 669.38 foot radius non-tangent curve to the left (center bears South 48°04'08" West, long chord bears North 66°24'44" West 554.77 feet with a central angle of 48°57'45");

thence North 89°33'34" West 95.91 feet to the Point of Beginning.  
Containing 775,165 square feet or 17.80 acres.

**Parcel 4 – CCOM**

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and South 00°56'53" East 37.47 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence South 89°33'34" East 86.14 feet;  
thence Southeasterly 504.78 feet along an arc of a 589.38 foot radius non-tangent curve to the right (center bears South 00°58'52" East, long chord bears South 66°26'44" East 489.49 feet with a central angle of 49°04'17");  
thence Southeasterly 112.19 feet along an arc of a 656.04 foot radius non-tangent curve to the right (center bears South 47°43'58" West, long chord bears South 37°22'05" East 112.06 feet with a central angle of 09°47'55");  
thence Southeasterly 562.41 feet along an arc of a 720.18 foot radius non-tangent curve to the left (center bears North 60°23'40" East, long chord bears South 51°58'39" East 548.23 feet with a central angle of 44°44'38");  
thence South 00°26'40" West 36.24 feet to the Northerly line Pheasant Meadow as found on file with the Washington County Recorder's Office, Entry No. 684170;  
thence North 89°34'13" West 1,023.70 feet along said Northerly line to the Northwesterly corner Pheasant Meadow;  
thence North 00°56'53" West 651.67 feet to the Point of Beginning.  
Containing 415,639 square feet or 9.54 acres.

**Parcel 5 – MD**

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and North 00°46'47" East 496.68 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence North 00°46'47" East 1,310.78 feet;  
thence South 89°24'18" East 1,330.29 feet;  
thence South 00°30'57" West 296.08 feet;  
thence North 89°18'35" West 559.32 feet;  
thence South 00°46'54" West 1,015.66 feet;  
thence North 89°24'10" West 772.29 feet to the Point of Beginning.  
Containing 1,177,480 square feet or 27.03 acres.

**Parcel 6 – MHD**

Beginning at a point on the Center Section line, said point being South 89°02'31" East 1,326.82 feet along said center section line from the West Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence South 89°02'31" East 1,326.40 feet along said center section line to the center 1/4 corner said section 26;  
thence South 00°30'57" West 844.89 feet along the center section line;  
thence North 89°24'18" West 1,330.29 feet;  
thence North 00°46'47" East 853.30 feet to the Point of Beginning.  
Containing 1,127,877 square feet or 25.89 acres.

**Parcel 7 – MD**

Beginning at a point being South 00°30'22" West 23.79 feet along the center section line from the Center Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;



thence South 88°33'25" East 141.48 feet;  
thence South 01°05'26" West 1,115.38 feet;  
thence North 89°18'36" West 130.27 feet to said center section line;  
thence North 00°30'57" East 1,117.21 feet along said center section line to the Point of Beginning.  
Containing 151,673 square feet or 3.48 acres.

**Parcel 8 – MHD**

Beginning at the West Quarter Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, said point being the Southeasterly corner of Staheli Minor Subdivision, as found on file with the Washington County Recorder's Office, Entry No. 978544, and running;  
thence North 00°15'43" East 995.26 feet along the Easterly line said Staheli Minor Subdivision;  
thence South 89°13'28" East 787.02 feet;  
thence South 00°19'28" West 996.64 feet to the center section line;  
thence North 89°07'23" West 785.94 feet along said center section line to the Point of Beginning.  
Containing 783,263 square feet or 17.98 acres.

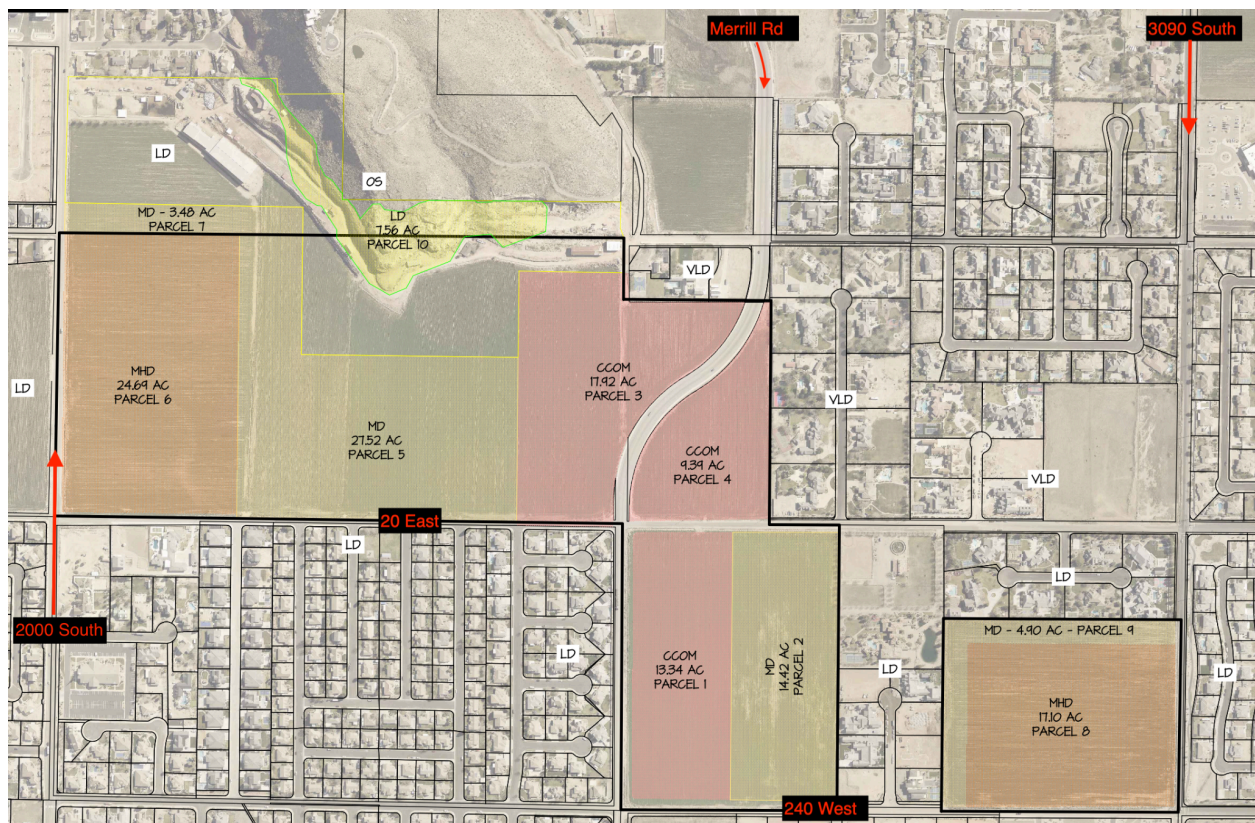
**Parcel 9 – MD**

Beginning at a point on the center section line, said point being South 89°07'23" East 785.94 feet along said center section line from the West Quarter Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence North 00°19'28" East 996.64 feet;  
thence North 89°13'28" West 787.02 feet to the section line;  
thence North 00°15'43" East 114.74 feet along said section line to the Southwesterly corner Oak Grove, as found on file with the Washington County Recorder's Office, Entry No. 20220019420;  
thence South 89°22'16" East 902.40 feet along and beyond the Southerly line said Oak Grove to the Northwesterly corner Old Farm Estates, as found on file with the Washington County Recorder's Office, Entry No. 955354;  
thence South 00°18'27" West 1,113.90 feet along the Westerly line said Old Farm Estates to said center section line;  
thence North 89°07'23" West 115.60 feet along said center section line to the Point of Beginning.  
Containing 219,652 square feet or 5.04 acres.

**Parcel 10 – LD**

Beginning at a point being North 00°30'57" East 366.18 feet along the center section line and East 25.77 feet from the South Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;  
thence North 19°56'35" West 212.76 feet;  
thence North 46°30'22" East 84.32 feet;  
thence North 05°48'33" West 122.91 feet;  
thence North 59°39'28" West 133.34 feet;  
thence North 21°16'30" West 185.72 feet;  
thence North 60°15'55" West 66.86 feet;  
thence North 22°27'55" West 84.10 feet;  
thence North 29°37'59" East 108.99 feet;  
thence North 54°14'07" East 260.64 feet;  
thence East 39.40 feet;  
thence North 57°19'49" East 133.17 feet;

thence North 05°02'40" East 20.88 feet;  
thence North 31°56'57" East 60.02 feet;  
thence North 53°17'31" East 100.70 feet;  
thence North 75°15'44" East 117.00 feet;  
thence North 86°37'01" East 123.29 feet;  
thence North 67°59'49" East 100.63 feet;  
thence North 48°52'48" East 131.75 feet;  
thence North 19°17'51" East 84.10 feet;  
thence North 69°40'00" East 30.09 feet to the Westerly line Nichols Peak Subdivision Phase 3,  
as found on file with the Washington County Recorder's Office, Entry No. 856082;thence South  
00°26'06" West 140.56 feet along said Westerly line Nichols Peak Subdivision  
Phase 3;  
thence South 46°03'33" West 35.33 feet;  
thence South 76°26'54" West 37.32 feet;  
thence South 62°27'25" West 73.42 feet;  
thence South 48°50'39" West 76.21 feet;  
thence South 47°44'44" West 126.20 feet;  
thence South 64°43'02" West 41.34 feet;  
thence West 39.03 feet;  
thence South 75°51'35" West 52.11 feet;  
thence South 63°48'55" West 56.77 feet;  
thence South 33°37'59" West 43.08 feet;  
thence South 53°18'53" West 54.30 feet;  
thence South 49°41'16" West 22.12 feet;  
thence North 89°07'33" West 28.34 feet;  
thence South 00°30'35" West 24.66 feet;  
thence South 49°41'16" West 50.88 feet;  
thence South 62°16'13" West 57.56 feet;  
thence South 49°50'35" East 89.78 feet;  
thence South 01°39'11" East 35.43 feet;  
thence South 53°11'07" West 34.05 feet;  
thence South 06°00'41" West 90.96 feet;  
thence South 29°07'27" East 81.08 feet;  
thence South 16°15'31" East 50.11 feet;  
thence South 00°30'35" West 216.23 feet;  
thence South 41°45'56" West 12.57 feet;  
thence South 02°16'59" East 67.14 feet;  
thence South 42°13'08" East 7.39 feet;  
thence South 00°30'35" West 230.79 feet;  
thence South 50°25'07" West 36.26 feet;  
thence North 86°52'45" West 114.21 feet to the Point of Beginning.  
Containing 329,306 square feet or 7.56 acres.





# Briefing Document

**Description:** Reagan Outdoor Advertising - Settlement Agreement & Mutual Release

**Presenter:** Thad Seegmiller

**Submitted By:** Thad Seegmiller

**Recommendation:** Approval

**Background Information:** Washington City has been involved in litigation with R.O.A. General, LLC, d/b/a Reagan Outdoor Advertising, and related property owners concerning two outdoor advertising billboards formerly located on City-owned property under an Outdoor Advertising Lease dated April 1, 2016. The litigation involved disputes regarding the billboards, Reagan's alleged rights to relocate them, and related lease and property interests. The parties have negotiated a settlement to fully and finally resolve the litigation and all related claims.

Under the proposed Settlement Agreement and Mutual Release, Washington City will pay Reagan Outdoor Advertising \$50,000. Following payment, the parties will dismiss the lawsuit with prejudice, and each party will otherwise bear its own attorneys' fees and costs. The agreement also provides for broad mutual releases of claims related to the billboards, the 2016 Lease, their removal or potential relocation, and the underlying litigation, providing a final resolution of the dispute and avoiding the continued expense, uncertainty, and delay associated with further litigation.

**Fiscal Impact:** \$50,000.00

**Impacted Fund:** General Fund.

## SETTLEMENT AGREEMENT & MUTUAL RELEASE

This SETTLEMENT AGREEMENT & MUTUAL RELEASE ("Agreement") is entered into and made effective as of August \_\_, 2026 ("Effective Date"), by and between Washington City, Utah, a political subdivision of the State of Utah ("City"), R.O.A. General, LLC, a Delaware limited liability company, successor by conversion to and formerly known as R.O.A. General, Inc., a Utah corporation, doing business as Reagan Outdoor Advertising ("Reagan"), Telegraph Properties, LLC, a Utah limited liability company ("T. Properties LLC"), and 1 Stop Super Wash, LLC, a Utah limited liability company ("1 Stop LLC", and collectively T. Properties LLC, the "Landlord Parties"). The City, Reagan and the Landlord Parties may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

A. WHEREAS, the City commenced that certain action styled *Washington City, Utah v. R.O.A. General, Inc., et al.*, Fifth Judicial District Court, Washington County, State of Utah, Case No. 230500865 (the "Action"), asserting claims for declaratory relief and eminent domain arising out of a dispute concerning two (2) outdoor advertising billboards formerly maintained by Reagan and/or its predecessor in interest on City-owned property (the "Billboards") pursuant to that certain Outdoor Advertising Lease dated April 1, 2016 (the "2016 Lease"), together with all supporting structures, connections, supports, appurtenances, and any associated rights, including the alleged right of Reagan to relocate the Billboards within Washington City;

B. WHEREAS, in response to the Action, Reagan and the Landlord Parties asserted affirmative defenses, and filed a Counterclaim seeking declaratory and other relief arising out of the same underlying dispute;

C. WHEREAS, after engaging in arm's-length settlement discussions and considering various options for resolving the disputes giving rise to the Action, the Parties have reached a mutually agreeable resolution and desire to memorialize their agreement in writing as a full, final, and enforceable settlement of the Action and all claims, counterclaims, defenses, and disputes arising out of or relating to the Billboards and the matters that are the subject of the Action, thereby avoiding the time, expense, inconvenience, and uncertainty of further litigation;

NOW THEREFORE, in consideration of the covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are true and correct to the best of the Parties' knowledge and are hereby incorporated into and made a part of this Agreement as if fully set forth herein. The Recitals shall be binding upon the Parties in any and all forums and shall be used to assist in interpreting the intent and purpose of this Agreement.

2. Settlement. The Parties hereby agree to fully and finally compromise, settle, and resolve the Action and all claims, counterclaims, defenses, causes of action, demands, obligations, liabilities, damages, costs, expenses, and attorneys' fees of every kind and nature, whether known or unknown, asserted or unasserted, accrued or unaccrued, arising out of or relating to the Billboards, Reagan's requests for relocation of the Billboards, the alleged relocation rights associated with the Billboards, the removal of the Billboards from the City's property, the 2016 Lease, or the facts, transactions, occurrences, and matters that are or could have been asserted in the Action, upon the terms and conditions set forth in this Agreement.

3. Settlement Payment.

a) In consideration of the mutual promises, covenants, and releases contained in this Agreement, the City shall pay to Reagan the total sum of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Payment"). The Settlement Payment shall be made within fourteen (14) calendar days after the Effective Date by check or wire transfer, as directed in writing by Reagan.

b) The Landlord Parties hereby acknowledge and agree that the Settlement Payment shall be paid solely to Reagan as reimbursement for a portion of Reagan's attorneys' fees and litigation expenses incurred in connection with the Action. The Landlord Parties further acknowledge and agree that they have no right, title, or interest in the Settlement Payment and hereby irrevocably waive any claim to, or right to receive, any portion of the Settlement Payment.

4. Dismissal of Action. Within seven (7) business days after the City tenders the Settlement Payment to Reagan, the Parties shall execute and file a stipulation dismissing the Action with prejudice, with each Party to bear its own attorneys' fees and costs.

5. Mutual Release of Claims. In consideration of the covenants, promises, and mutual benefits set forth in this Agreement, and except for the duties and obligations expressly created by this Agreement, the Parties, on behalf of themselves and their respective past and present and future parents, subsidiaries, affiliates, members, managers, officers, directors, shareholders, partners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, heirs, executors, administrators, and all persons or entities claiming by, through, or under them, hereby irrevocably and forever release, acquit, and discharge one another, and each of their respective past and present parents, subsidiaries, affiliates, members, managers, officers, directors, shareholders, partners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, heirs, executors, administrators, and all persons or entities claiming by, through, or under them, from and against any and all claims, demands, causes of action, liabilities, obligations, damages, losses, costs, expenses, attorneys' fees, controversies, and suits of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, at law or in equity, that arise out of or relate in any way to: (a) the Billboards; (b) the 2016 Lease; (c) any alleged breach of the 2016 Lease; (d); Reagan's occupancy, use, maintenance and care of the City's property subject to the 2016 Lease; (e) Reagan's removal of the Billboards and the structures, supports, parts and components thereof from the property of the City; (f) any remaining components of the Billboards on the City's property and any costs or expenses relating to the removal of such



components; (g) any other lease, license, easement, option, right of first refusal, notice of claim of interest, or other agreement or claimed property interest relating to the Billboards or the properties owned by the Landlord Parties; (h) the relocation of the Billboards to the Landlord Properties; (i) any alleged right to relocate the Billboards to the Landlord Properties or to any other location within the municipal boundaries of the City; (j) the facts, transactions, occurrences, and events giving rise to the Action; (k) the claims, counterclaims, defenses, and allegations asserted or that could have been asserted in the Action; and (l) any damages or other relief arising therefrom existing on or before the Effective Date (collectively, the "Released Claims").

6. Non-Admission of Liability. This Agreement is the result of a compromise and settlement of disputed claims and shall not be construed as an admission of liability, wrongdoing, or responsibility by either Party. Each Party expressly denies any and all liability for the matters released herein and enters into this Agreement solely to avoid the expense, uncertainty, and inconvenience of further dispute or litigation. Nothing in this Agreement shall be deemed or construed as an admission by either Party. Each Party acknowledges that this Agreement is entered into as a practical resolution of disputed matters and not as a recognition of any legal or factual contention made by the other.

7. Representations and Warranties. The Parties each specifically and expressly warrant and represent to and for the benefit of one another as follows:

a. Each Party, and each person signing on behalf of any entity or trust, represents and warrants that the individual executing this Agreement has full authority to execute this Agreement on behalf of such Party and to bind such Party to its terms;

b. Each Party has made such investigation of the facts and circumstances pertaining to this Agreement as it deems necessary, and each Party has full authority and capacity to enter into and perform the terms, covenants, and conditions set forth in this Agreement;

c. Each Party represents that it has not assigned, transferred, pledged, or otherwise conveyed any of its claims, rights, or defenses relating to the Released Claims;

d. The release of the Released Claims shall not be construed to release or discharge any Party from any duty or obligation expressly set forth in this Agreement nor any duty or obligations that arise after entering into this Agreement;

e. Each Party acknowledges that they are not relying on any statement, representation, or promise made by any other Party, or by any of their agents or representatives, except as expressly stated in this Agreement. Each Party further represents that they have read and fully understand this Agreement, that they execute it freely and voluntarily with full knowledge of its legal consequences, and that they do so after consulting with competent legal counsel or after having had the opportunity to do so;

f. EACH PARTY HAS HAD ITS OWN LEGAL COUNSEL REVIEW THIS AGREEMENT PRIOR TO EXECUTION OF THE SAME, OR, ALTERNATIVELY, HAS HAD FULL AND FAIR OPPORTUNITY FOR LEGAL COUNSEL TO REVIEW THE AGREEMENT AND HAS AFFIRMATIVELY CHOSEN INSTEAD TO WAIVE SUCH RIGHT, AS EVIDENCED BY THIS REPRESENTATION AND THE SIGNATURE OF SUCH PARTY BELOW ON THIS AGREEMENT;

g. Upon execution, this Agreement constitutes a valid, binding, and enforceable obligation of each Party in accordance with its terms;

h. Each Party represents that it has obtained all consents, approvals, or authorizations necessary to enter into and perform this Agreement;

i. Each Party shall indemnify and hold the other Parties harmless from and against any losses, liabilities, damages, costs, and reasonable attorneys' fees arising out of that Party's breach of any representation or warranty contained in this Section.

8. Costs, Expenses, and Attorney Fees. Each Party shall bear their own costs, expenses, and attorneys' fees incurred in connection with the negotiation, preparation, and execution of this Agreement, and with the performance of the covenants and obligations set forth herein. Provided, however, that in the event of any dispute, claim, or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred in connection therewith, in addition to any other relief or remedy available at law or in equity.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, shall confer any legal or equitable right, benefit, or remedy upon any other person or entity.

10. Amendment. The Parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto first obtained.

11. Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated in any way. The Parties agree that any such invalid or unenforceable provision shall be modified or reformed by the court to the minimum extent necessary to render it valid and enforceable while preserving, to the fullest extent possible, the Parties' original intent.

12. Integration. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, including any prior settlement proposals or communications between the Parties.

13. Choice of Law and Forum Selection. This Agreement shall be interpreted and enforced according to the laws of the State of Utah. Any litigation introduced to enforce this Agreement shall be initiated in the 5<sup>th</sup> District Court in and for Washington County, State of Utah.

14. Computation of Time. If the last day for any performance required hereunder falls on a Saturday, Sunday, or holiday recognized by the State of Utah, the date required for performance shall be the next regular business day that is not a Saturday, Sunday, or holiday.

15. Cooperation. Each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

16. Captions; Drafting. The captions contained in the Sections and paragraphs of this Agreement are for convenience only and do not limit, expand, or modify the terms or provisions of this Agreement. This Agreement shall be interpreted and construed as if equally drafted and prepared by all Parties.

17. Construction. The Parties agree that this Agreement was fully negotiated, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and this Agreement shall not be interpreted against any Party as the drafter of this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns.

19. Counterpart & Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file, or via electronic signature application such as DocuSign, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, ".pdf" or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the provisions of this Agreement have been read, understood and herewith accepted, and the Parties hereto have duly executed this Agreement as of the day and year first stated above.

**CITY:**

WASHINGTON CITY, UTAH,  
a Utah municipal corporation

By: \_\_\_\_\_  
Kress Staheli, Mayor

**REAGAN:**

R.O.A. GENERAL, LLC,  
a Delaware limited liability company

By: REAGAN HOLDING COMPANY,  
INC.,



Attest:

Manager

\_\_\_\_\_  
Tara Pentz, Recorder

By: \_\_\_\_\_  
Dewey Reagan, President

**LANDLORD PARTIES:**

TELEGRAPH PROPERTIES, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Stephen L. Beecher, Manager

1 STOP SUPER WASH, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Brian Lewis, Member

## **RESOLUTION NO. R2026-XX**

### **A RESOLUTION OF THE WASHINGTON CITY COUNCIL APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN WASHINGTON CITY, R.O.A. GENERAL, LLC DBA REAGAN OUTDOOR ADVERTISING, TELEGRAPH PROPERTIES, LLC, AND 1 STOP SUPER WASH, LLC**

**WHEREAS,** Washington City commenced litigation entitled *Washington City, Utah v. R.O.A. General, Inc., et al.*, Fifth Judicial District Court, Washington County, State of Utah, Case No. 230500865, concerning disputes relating to outdoor advertising billboards formerly maintained on City-owned property pursuant to an Outdoor Advertising Lease dated April 1, 2016; and

**WHEREAS,** The Parties have engaged in negotiations and have reached a proposed Settlement Agreement and Mutual Release intended to fully and finally resolve all claims and disputes asserted or that could have been asserted in the litigation; and

**WHEREAS,** The City Council has reviewed the proposed Settlement Agreement and Mutual Release, has received advice from the City Attorney, and finds that approval of the settlement is in the best interests of Washington City and its residents by avoiding the uncertainty, expense, and delay associated with continued litigation.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of Washington City, Utah, as follows:**

#### Section 1. Approval of Settlement.

The City Council hereby approves the Settlement Agreement and Mutual Release between Washington City, R.O.A. General, LLC dba Reagan Outdoor Advertising, Telegraph Properties, LLC, and 1 Stop Super Wash, LLC, in substantially the form presented to the City Council.

#### Section 2. Authorization.

The Mayor is authorized and directed to execute the Settlement Agreement and Mutual Release, together with any exhibits, releases, stipulations, dismissals, easements, deeds, or other documents that are reasonably necessary to carry out the intent of the Agreement, subject to final review and approval by the City Attorney.

#### Section 3. Implementation.

The City Attorney, City Manager, City Recorder, and other appropriate City officers and employees are authorized and directed to perform all acts and execute any additional

documents reasonably necessary to implement and carry out the terms and conditions of the Settlement Agreement.

Section 4. Severability.

If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**PASSED AND APPROVED** on this 23rd day of September, 2026.

Washington City

Attest by:

\_\_\_\_\_  
Kress Staheli, Mayor

\_\_\_\_\_  
Tara Pentz, City Recorder

**COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:**

|                |                              |                              |
|----------------|------------------------------|------------------------------|
| Troy Belliston | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Kim Casperson  | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Craig Coats    | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Bret Henderson | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |
| Kurt Ivie      | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay |